



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

SCHEDULE OF SUPPLIES/SERVICES**B.1 OFFERS**

1. The offeror must submit one coefficient factor for each line item below, supported by a detailed cost breakdown on how the coefficient factors were developed. Refer to Paragraphs B.2, B.3, and Section L (Volume II Cost) for instructions on submitting cost proposals.

<u>CLIN</u>	<u>DESCRIPTION</u>	
0001	<b>NAVAL BASE VENTURA COUNTY</b>	<u>\$20,000,000.00</u> (includes base period and option years)
9000	Exhibit Line Item Numbers (ELINS) FFP – Applicable for the Base year (See Exhibit A below)	
<u>ELIN</u>	FFP - Coefficient applicable to current R.S. Means (MEANS) Cost Data	
		<u>COEFFICIENT</u>
A001	FFP - Coefficient Commercial / Facilities Cost Data Pre-priced line items	_____
A002	FFP - Coefficient Commercial / Facilities Cost Data Non Pre-priced line items	_____
0002	PTO #0001 – Seed Project	\$_____

2. As detailed in Section L, for each coefficient factor provided above, the offeror shall provide, with the cost proposal, a detailed breakdown of each factor. The breakdown shall indicate the amount of each item listed in section B.2 below contributing to the whole coefficient factor. The sum of those item contributions must add to the actual coefficient factor submitted, for each line item.

**B.2 OFFEROR'S COEFFICIENT AND PRE-PRICED WORK**

1. The offeror's coefficient is a multiplier that represents costs (generally indirect costs) to be applied to the work item unit price information from the MEANS Cost Data books or software. The offeror's coefficient shall account for a wide variety of risks of doing business, including but not limited to, overhead and profit, insurance, bonding, taxes, licenses and fees, waste and excess materials, compliance with environmental

and safety laws, project management, scoping meetings with Government personnel and a variety of other overhead costs items. Examples of such costs are gross receipts taxes, payroll taxes, superintendents' salaries, builder's risk insurance, mobilization and demobilization expenses, project estimating, site office overhead, field office building (if any), furniture, equipment, on-site administrative staff salaries, vehicle and construction equipment maintenance, office administrative expenses, and proportional share of home office overhead. The coefficient shall also include all insurance, special clothing for workers, traffic barricades, additional supervision, as well as paperwork fees associated with a particular task order (i.e. submittals [asbestos removal plan, lead abatement plan, etc.], consultant fees, all on and off site storage, etc.). The offeror's coefficient must be all inclusive and shall apply for the prime contractor and all subcontractors.

**Tools and Equipment.** This is a representative listing of tools and equipment that apply to the various trades. These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost.

Airlines (drop line)	Hammers, hand	Saws, Power Miter Box
All hand tools	Hammers, chipping	Saw Horses
Awl	Hammer, Jack	Scaffolding, Portable. (8' table height)
Axes	Industrial Vacuum and Hepa Vac	Scrapers (hand held)
Brushes	Jack, Hydraulic (12 tons or less)	Screw Drivers
Barricades, Safety	Knives	Screw Drivers, Electric
Bolt cutters	Ladders (step to 12' and extension to 24')	Scribers
Barrier tape	Lead Pot and Ladle	Shears (hand held)
Broom	Levels	Shovels
Cable cutters	Levels, Builders	Sledgehammers
Cable pullers/Hoist (hand held) Can Opener	Level, laser	Squares
Calking Gun	Lighting, Temporary (up to 6 each)	Staplers, Air/Hand
Caulking/Yarning Irons	Nailer, Pneumatic	Steel Framing Tools,
Chain Saw	Nail Sets	Lightweight Steel Framing
Chisels	Picks	Tampers (hand held, non- powered)
Clamps	Planes, (hand held)	Tapelines
Cleaning Equipment (hand held)	Planes, Electric, (hand held)	Tarpaulins (12' X 24" maximum of 5 each)
Compressor (sized as required to run tools)	Pliers	Temporary Lighting (400 square feet)
Conduit bender	Powder Actuated Fastening	Tin Slips
Crow Bars	Tools	Torch, hand
Dividers	Plumb Bob	Torch Igniters
Drift Pins	Pot Hook	Trash Receptacles (35/gallon, 4 each)
Drill, pneumatic	Personal Protective Equipment	Trowels (non-powered, hand held)
Drill, pneumatic bits (up to 1 ¼ dia.)	Punches	Tool Boxes (personal)
Drill, Motors (hand held)	Rake	Traffic cones
Drill, Bits	Rasps (files)	Tubing Cutters (hand held, non-powered)
Drill, Hole Saw	Reinforcing steel, Shear and Bender	Vacuum, wet/dry (5 gal)
Drill, Rotary hammer (up to 1 ¼ dia.)	Rivet Sets (Light, hand held) Rollers-Flooring	Vehicles (up to 1.5 ton)
Extension Cords	Rules	Vice
Files (hand held)	Safety Equipment (PPE)	Volt Meter, volt/ohm meter
Fish tapes	Safety fencing (orange plastic)	Wheel Barrow (non-powered)
Gloves	Sanders (hand held)	Wire Strippers
Flash Lights	Saws, Hand	Wrenches
Floats (hand held)	Saws, Electric Hand, Circular	
Groover, Pipe (hand held)	Saws, Electric Hand, Reciprocating	
Hacksaws	Saws, Backsaws and MiterBox	
Hot Tap (hand held)		

- The coefficient shall include all other administrative costs not specific to the task order and any other factor(s) the offeror deems necessary to cover all contingencies in connection therewith, since no allowance will be made later for additional costs.

3. The coefficient will be used in establishing the price for task orders and modifications. The coefficient is multiplied by the sum of bare costs (no O&P) for line items identified within the current edition of the MEANS Cost Data books or software that correspond to task order work items, to arrive at the total proposed cost of any given task order. The coefficient also includes any overhead and profit for subcontractors hired by the JOC Contractor. No additional compensation for using subcontractors will be paid by the Government.
4. The current edition of the MEANS Cost Data books or software shall be used in each year of the contract, including the most current quarterly updates for all costs. The volumes/titles within the MEANS Cost Data books or software to be consulted and used to identify pre-priced work items (as listed by preference below) are as follows:

Facilities Construction Cost Data  
Repair and Remodeling Cost Data Mechanical Cost Data  
Electrical Cost Data  
Plumbing Cost Data  
Building Construction Cost Data  
Heavy Construction Cost Data  
Site Work and Landscape Cost Data  
Interior Cost Data

As each new MEANS Cost Data book or software is released, it will be used for all pricing within that year, including quarterly updates. For example, if the base year occurs in 2016, the 2016 edition shall be used with the most up to date quarterly update; upon release of the 2017 edition, all subsequent work shall be priced using the 2017 edition (and current quarterly update), until the next edition is released. For purposes of task order negotiations, the MEANS Cost Data book or software and current quarterly update in effect at the time the task order Request for Proposal (RFP) is due will be used for negotiating purposes. Similarly, any modifications made to a contract task order will incorporate the MEANS edition and quarterly update in effect at the time the modification RFP is due. The offeror is responsible for purchasing and maintaining its own current edition of the MEANS Cost Data books or software products for this purpose, and installing quarterly updates as they become available.

The City Cost Index is a multiplier used to adjust construction costs to a particular geographic location. Bare costs in the UPB represent the U.S national average. To adjust costs to a particular geographic location, the Weighted Average CCI is applied to the bare cost. The CCI for **Oxnard, CA** shall apply to all work under this contract. CCI rates are found in the Reference Section of the R.S. Means Cost Data Book.

5. Bare costs of line items/descriptions within the MEANS Cost Data book or software, by which the coefficient is multiplied to arrive at the task order proposal pricing, are "pre-priced". Items not available with the MEANS Cost Data book or software, or identified below as such, are "non pre-priced". Line items within the Cost Data book or software which are listed under different titles with similar descriptions, but with different unit prices, or work items that could be interpreted within the software to be included by more than one line item shall be negotiated to arrive at one of the pre-priced line items within the software.

6. Coefficients will not be adjusted for any other changes or circumstances encountered during the life of the contract – the coefficients will remain unchanged throughout any given contract or option year.
7. Report proposed coefficients within the offeror's proposal as follows: An offer of "net" would be represented by "1.0" (no cost above MEANS bare costs as described above). An example of a decrease from the bare prices listed in MEANS would be "0.90". An example of an increase above the bare prices in MEANS would be "1.10".

### **B.3 NON PRE-PRICED WORK**

1. Only non pre-priced work that is incidental to pre-priced work shall be considered to be within the scope of this contract. If the value of non pre-priced work exceeds **30%** of the total task order cost it will **NOT** be considered incidental, and the project will not be executed under this contract.
  - A. Incidental non pre-priced work may include minor facilities engineering work items that are not specifically included in the MEANS Cost Data books or software but that are within the basic intent and general scope of the contract and are incidental to a pre-priced work item.
  - B. Incidental non pre-priced work will be negotiated on a work item-by-work item basis. MEANS or its factor used for calculating the pre-priced items will not be used to compute the cost proposal of the non pre-priced items.
2. The pre-priced coefficient is not applied to non pre-priced items. After the bare costs of these items have been negotiated, the non pre-priced coefficient will be applied to the agreed to bare costs of non pre-priced items.

### **B.2 CONTRACT TYPE**

This is a Firm Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contract (JOC) for specialty trade work as defined under NAICS 238990 at various locations in the Naval Base Ventura County (NBVC excluding SNI) area of responsibility.

### **B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS**

During the period specified in the ORDERING clause (DFARS 252.216-7006 [MAY 2011]), the Government shall place orders totaling a minimum of \$5,000.00 for the life of the contract. The total value of this contract, including option years, shall not exceed \$20,000,000. Individual task orders may not exceed \$500,000 for the award amount.

### **B.4 DEPARTMENT OF LABOR WAGE DETERMINATION:**

In accordance with FAR 52.222-6, CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014), each individual task order RFP shall be priced to include the current applicable Department of Labor (DOL) Construction Wage Rate (Davis Bacon) Determination (See Section J, Exhibit I) for Ventura County.

Any changes in the applicable minimum hourly rates of wages during the entire term of the contract including any option years shall not affect the unit price to be paid by the

Government for work performed under the contract. A current Construction Wage Rate Determination will be incorporated into the contract upon exercise of each option year without adjustment.

#### **B.5 BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS, ADDITIONAL BONDING REQUIREMENTS**

Bonds are required for this contract. Refer to Section H, PERFORMANCE AND PAYMENT BONDS, ADDITIONAL BONDING REQUIREMENTS and Section I, FAR Clauses 52.228-1 BID GUARANTEE (SEP 1996), 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000), 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (OCT 2010), 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997), and NFAS Clauses 5252.228-9302 BID GUARANTEE – ALTERNATE I (JAN 1996) and 5252.228-9305 NOTICE OF BONDING REQUIREMENTS – ALTERNATE I (DEC 2000).

End of Section B

#### SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)\*

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within            days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

**\* See individual task order for specific information.**

The following have been modified:

## 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)\*

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this

clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

**\* See individual task order for specific information.**

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014) \*

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.



(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_ \_ \_ \_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_ \_

Account party's address \_\_\_\_ \_

For Solicitation No. \_\_\_\_ \_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_\_ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time

of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[ \_\_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_

Beneficiary: \_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_ /U.S. \$ \_\_\_\_ and expiring with our close of business on \_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article

17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_ [Beneficiary Agency] \_\_\_\_ the sum of United States \_\_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_

\_\_\_\_ [Beneficiary Agency]

By: \_\_\_\_

(End of clause)

**\* See individual task order for specific information.**

(End of Summary of Changes)